

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MICHIGAN

IN RE: CHARLES GREGORY WILDER, JR.,
Debtor.

Case No. 05-02827-jcs
Chapter 7

FIRST NATIONAL BANK OF OMAHA
1620 Dodge Street, Stop 3105
Omaha, Nebraska 68197,

A.P. No. 05-80593-jcs

Plaintiff,

v.

CHARLES GREGORY WILDER, JR.
4671 Sheri Lynn Drive
Wyoming, MI 49519,

Defendant.

CONSENT JUDGMENT EXCEPTING DEBT FROM DISCHARGE

First National Bank of Omaha, by its attorney, Robert S. Cooper, Esq., having filed an Adversary Proceeding seeking an Order pursuant to 11 U.S.C. §523(a)(2)(A), determining that the Debtor's indebtedness to the Plaintiff is an exception to discharge, with interest from March 7, 2005, plus the Plaintiff's costs and disbursements incurred for the collection of this debt and of this action, and for such other and further relief as to the Court seems just and proper, and the Defendant, having appeared pro se, and the abovementioned parties having subsequently entered into negotiations resulting in the agreement set forth herein, and the Defendant and the Plaintiff's attorney, having consented to the

entry of this Judgment, and upon all papers and proceedings had herein, and after due deliberation, it is hereby

ORDERED, DECREED, AND ADJUDGED as follows:

1. Judgment be entered in favor of the Plaintiff and against the Defendant in the sum of \$3,500.00, plus interest at the annual rate of 9% from March 7, 2005, plus the costs and disbursements of this action in the amount of \$150.00,

2. The Judgment, including the principal amount and interest, shall be nondischargeable pursuant to 11 U.S.C. §523(a)(2)(A), and will survive any Order of discharge in this case,

3. Execution of said Judgment shall be stayed unless and until the Defendant fails to pay to the Plaintiff the sum of \$3,000.00, plus 9% interest from March 7, 2005, payable at \$75.00 a month, with the first payment being due on August 1, 2005, and each subsequent payment being due by the first day of each and every month thereafter until the entire amount set forth in this paragraph has been paid in full; Although the due date for each monthly payment is the first day of each month, the Defendant shall have until the fifteenth day of each month to make the monthly payment; The Defendant shall have the right to prepay at any time, without penalty, the unpaid balance of the settlement amount set forth in this paragraph,

4. Payment of the sums specified in paragraph 3 above, shall be made payable to "Robert S. Cooper, Esq., as Attorney for First

National Bank of Omaha", with the account number "4418-5391-2185-3761" written on each check, and payments shall be sent to: Robert S. Cooper, Esq., 1425 Jefferson Road, Rochester, New York 14623,

5. If the Defendant fails to make any of the payments within fifteen days of the dates specified in paragraph 3 above, the Stay of Execution shall be immediately dissolved, and the Plaintiff may forthwith seek to execute upon the total amount of the Judgment, less any payments actually made, using all lawful processes, and

6. If the Defendant makes all payments specified in paragraph 3 above, the Judgment will be satisfied in full.

DATED: _____, 2005

HONORABLE JO ANN C. STEVENSON
UNITED STATES BANKRUPTCY JUDGE
WESTERN DISTRICT OF MICHIGAN

ENTER:

/s/ Robert S. Cooper 7/21/2005

This Consent Judgment prepared by:
Robert S. Cooper, Esq., RC0986
Attorney for Plaintiff
1425 Jefferson Road
Rochester, New York 14623
Telephone: 585-292-1920
Facsimile: 585-292-1925

The parties having reviewed the abovementioned Judgment, consent to this Court entering this Judgment as settlement of this Adversary Proceeding.

/s/ Charles Gregory Wilder, Jr. 8/23/2005
CHARLES GREGORY WILDER, JR. DATE
DEFENDANT, PRO SE

/s/ Robert S. Cooper 7/21/2005
ROBERT S. COOPER, ESQ., RC0986 DATE
ATTORNEY FOR FIRST NATIONAL BANK OF OMAHA